

## TRANSPORTATION AGREEMENT

PROVIDER: Board of Sumter County Commissioners  
DBA Sumter County Transit  
229 E. Anderson Ave.  
Bushnell, Fla. 33513

PURCHASER: Mid Florida Community Services Inc.  
PO Box 896  
Brooksville, Fla. 34605-0896

WHEREAS, PROVIDER has the transportation equipment and personnel to supply services for the transportation of senior citizens to senior centers and return to their homes, and

WHEREAS, PURCHASER is desirous of purchasing such services;

NOW, THEREFORE:

**A. The PROVIDER Agrees:**

1. To operate its transportation system in compliance with its approved Service Plan.
2. To supply passenger trips to Title III B recipients over the duration of this agreement at the following rates:

Subscription service for congregate meals, group shopping and similar activities within the county, where the ridership is 10 or more passengers per vehicle is \$7.04 per passenger, per trip.

3. Transportation will be provided on a regular schedule basis, Monday through Friday, with the exception of holidays approved by Board of Sumter County Commissioners, including, but not necessarily limited to, the following:

New Year's Day  
Martin Luther King Day  
Good Friday

Memorial Day  
Independence Day  
Labor Day

Veterans Day  
Thanksgiving (2 days)  
Christmas (2 days)

4. To supply insurance. The Provider shall procure and maintain during the life of the agreement insurance, as provided below:

a. Worker's Compensation Insurance to provide protection from claims under Worker's Compensation Laws in Connection with operations in the performance of the contract, and shall comply with Worker's Compensation laws of the state of Florida.

b. Public Liability Insurance, insuring the Provider and the Purchaser against injury to person and persons including death in the sum of no less than \$100,000/\$200,000 covering any one incident/accident and shall carry Property Damage Insurance in the amount of \$100,000 as minimum coverage (\$1,000.00 deductible provision allowed) with automobile Liability Insurance to be in the sum of not less than \$200,000 each occurrence; all indicated coverage insuring the Provider and the Purchaser as their interest may appear. Such insurance shall protect from claims for damages and personal liability including death, and claims due to damage to and during operation under this arrangement, whether such operations be by the Provider or any subcontractor or by anyone directly or indirectly employed by either.

c. Attention is called to the fact that all insurance companies utilized shall be authorized to do business in the State of Florida.

5. Federal and State Regulations: State Licensing Standards

a. To conform and to comply with the requirements of Title III B of the Comprehensive Older American Act amendments of 1978, Title 45, Code of Federal Regulations Chapter IX, Part 909 and all amendments thereof; and relevant regulations of the State of Florida Department of Elder Affairs Office.

b. To comply with all applicable accrediting standards and any other standards or criteria established by the Department of Elder Affairs Program Office to assure quality of service.

c. To comply with all federal, state and local laws and regulations governing the transportation of persons 60 years of age and older as required.

6. Audit and Records

a. To maintain financial records and reports relating to funds paid under the Agreement and submit reports to the Purchaser as required.

b. The Purchaser and other authorized representative(s), State Examiner or public accountants, and auditors of the Department of Health and Human Services and US. General Accounting Office, upon request, shall have access to all such records for audit or review at a reasonable time and place.

7. Retention of Records

a. To retain all books, records, accounting records and other documents relative to the Agreement for a period of five (5) years after the date of submission of final quarterly report of accountability for budget year, and in cases of audit exception, until such exception has been cleared or resolved to the satisfaction of the Department of Elder Affairs Services Program Office and the Federal Government.

b. Records for non-expendable property acquired with federal funds shall be retained for five (5) years after its final disposition.

c. Federal auditors, the Secretary and Comptroller General of the United States, Mid-Florida Area Agency on Aging and any person duly authorized by the Department shall have full access to, and the right to examine any of said materials during said period.

8. Monitoring

a. To permit the Purchaser, his designee, Mid-Florida Area Agency on Aging, and any Federal, State and County personnel to monitor the aforementioned service program according to applicable regulations of the State and Federal Government and to audit and review all records required to be maintained.

b. Such monitoring shall consist of, but shall not be limited to, the inspection at any time of the Provider's transportation system.

9. Civil Rights Act of 1964, Title VI and VII

- a. That there will not be discrimination against any employee or person served on account of race, color, sex, religious background, ancestry or national origin in its performance of this contract.
- b. That the Provider shall comply with Title VII of the Civil Rights Act of 1964 (42-USC-2000e) in regard to employees or applicants for employment, and any regulation issue pursuant thereto.
- c. That the Provider shall comply with Title VI of the Civil Rights Act of 1964 (42-USC-2000) in regard to persons served, and the regulations issued pursuant thereto, (45 CFR, part 80).

10. Indemnification

The Provider shall act as an independent contractor and not as an employee of the project or grantee agency in operating the aforementioned services. Provider shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the project and Mid-Florida Area on Aging, dba: Elder Options, and Mid Florida Community Services, Inc., harmless, for all claims, suits, judgment or damages arising from the operations of the aforementioned services during the course of this Agreement.

**B. The PURCHASER Agrees:**

1. To provide Worker's Compensation, property damage, and bodily injury liability coverage for Purchaser's employees and equipment under the supervision of the project.
2. To notify Provider of its transportation needs not less than twenty-four (24) hours prior to the date on which said transportation is needed and to provide such needs in writing to include the time, name, origin, and destination of person(s) being served.

**C. The Purchaser and Provider Mutually Agree:**

1. The Provider shall bill Purchaser monthly and Purchaser will pay such billings within thirty (30) days of invoice date. There shall be a late payment penalty of 5% of the amount of any billing not paid within said 30 day period. In addition, interest shall accrue at the rate of 1.5% per month on delinquent billings to begin after the initial 30 day period.

2. Effective Date and Term

- a. The effective date of purchase of services under this agreement shall be October 1, 2009.
- b. This agreement shall remain in force until the total funds payable are expended or until September 30, 2010, whichever event occurs first. The agreement is renewable at that time under the same or amended conditions, for one year periods, or as mutually agreed in writing between the parties.

3. Termination

- a. Termination due to lack of funds. It is further agreed that in the event funds to finance this Agreement, or part of this agreement, become unavailable, the obligations of each party may be terminated upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, or in person. The Mid-Florida

Area Agency on Aging Program Office shall be the final authority as to availability of Purchaser's federal or state funds.

b. Termination for breach - Unless a breach is excused, either party may, by written notice of breach to the other party, terminate the whole or any part of this agreement in any of the following circumstances:

(1) If the Provider fails to provide services in the manner specified in the agreement within the time specified herein; or

(2) If the provider fails to perform any of the other provisions of this agreement; or

(3) If the Purchaser fails to pay the Provider within 60 days of invoicing; or

(4) Termination shall be upon no less than twenty-four (24) hours notice in writing delivered by certified mail, or in person. Both parties shall continue the performances of this agreement to the extent not terminated under the provisions of this clause.

c. Termination for convenience. Either party may terminate at any time during the life of this Agreement with respect to transportation by giving thirty (30) days notice in writing to the other party of its intention to do so.

d. Waivers or breach of any provision of this agreement shall not be deemed to permit any other subsequent waiver or breach and shall not be constructed to be a modification of the terms of the agreement.

4. No Shows. Passenger cancellations must be received in the SCT office before 5 P.M. the workday prior to the scheduled service, or be considered a no show. Passenger no shows will be billed at the regular rate.

5. Amendment. This agreement may be amended at any time by mutual consent of the parties involved.

**This Agreement**, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between Sumter County Transit, herein referred to as the "PROVIDER" and Mid Florida Community Services, Inc. herein referred to as the "PURCHASER", and shall be effective as specified above, and during such additional period or periods as the PROVIDER AND PURCHASER may agree upon.

**WITNESSETH THAT:**

PROVIDER:

/s/

Garry Breeden, Chair  
Board of Sumter County Commissioners  
For: Sumter County Transit

PURCHASER:

/s/

Michael J. Georgini, Executive Director,  
Mid Florida Community Services, Inc.

Attest:

Gloria R. Hayward  
Clerk and Auditor

Attest:

Ginny C. Wright

Connie Webb, Deputy Clerk

